

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

SYNAGRO TECHNOLOGIES,) CIVIL NO. CV04-00509SPK LEK
INC.,)
)
Plaintiff,)
)
vs.)
)
GMP HAWAII, INC.,)
)
Defendant.)

CONTINUED DEPOSITION OF PETER MELNYK, Ph.D., P.E.

Taken on behalf of the Plaintiff SYNAGRO TECHNOLOGIES,
INC., at the law offices of Alston, Hunt, Floyd & Ing,
1001 Bishop Street, Suite 1800, American Savings Bank
Tower, Honolulu, Hawaii 96813, commencing at 11:10 a.m.,
on Wednesday, October 5, 2005 pursuant to Notice.

BEFORE: MYRLA R. SEGAWA, CSR No. 397

Notary Public, State of Hawaii

EXHIBIT 2

1 APPEARANCES:

2 For Plaintiff SYNAGRO TECHNOLOGIES, INC.:

3 MEI-FEI KUO, ESQ.
4 Alston, Hunt, Floyd & Ing
5 American Savings Bank, Suite 1800
6 1001 Bishop Street
7 Honolulu, Hawaii 96813

8 For Defendant GMP HAWAII, INC.:

9 RICHARD C. SUTTON, JR., ESQ.
10 Sakai, Iwanaga, Sutton Law Group
11 City Financial Tower, Suite 2307
12 201 Merchant Street
13 Honolulu, Hawaii 96813

14 Also present: DANIEL HABIB
15
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I N D E X

EXAMINATION BY: PAGE

MS. KUO.....

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1 A Well, just the people that I would have
2 communicated with which would have been Mark
3 Girovich, Jim Hecht, Peter Cummingford, Jim
4 Carmichael, Poe Tyler, Kirk Lucas, Connie Reynolds.

5 Q Is your office in the process of getting
6 these materials together for production?

7 A Not really. Well, the only trouble is
8 they're all on my computer and it takes a long time
9 to print these out. Like I said, I produced them
10 before for this case. No, sorry. This is not the
11 same case as with Andritz, is it? That's when I
12 produced them.

13 MR. SUTTON: Well, there was -- that
14 was a separate suit.

15 THE WITNESS: Oh, that was a separate
16 suit, okay, because that's when I produced them.

17 MS. KUO: Could you go through the
18 E-mails and to the extent that there's any
19 responsive, we would like those to be produced just
20 because it is relevant, you know, to the claims in
21 this action.

22 MR. SUTTON: Okay. I'll check.

23 BY MS. KUO:

24 Q I'd like to ask you in little bit more
25 detail about GMP's counterclaim in this case. The

1 counterclaim is attached to your formal deposition
2 exhibit. It's Exhibit 3.

3 MR. SUTTON: I have a copy here.

4 MS. KUO: You have a copy, okay.

5 BY MS. KUO:

6 Q I discussed this very brief with
7 Mr. Guirguis, but I wanted to ask you the same thing
8 because he had said you had more information on
9 engineering design work. And specifically my
10 question related to paragraph -- let me see if I can
11 find it. Paragraph 12 on page 4.

12 MR. SUTTON: I want him to get
13 familiar with the whole thing.

14 BY MS. KUO:

15 Q Just take your time and review it, if you
16 want.

17 A I read paragraph 12.

18 Q My question is right here on paragraph 12
19 it says quote, "The total of the design expenses is
20 approximately \$2,683,422 for the said contract." Do
21 you see that?

22 A Uh-huh.

23 Q Said contract you're talking about the
24 implied contract?

25 MR. SUTTON: Well, let me object to

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1 the form of the question. But see, what this section
2 is called breach of implied contract, and so that's
3 the reference you're making is that this is -- do you
4 understand what she's asking at this point? Perhaps
5 you might clarify again.

6 BY MS. KUO:

7 Q My question is this \$2 million figure, is
8 this what GMP's claiming is the design expenses
9 damages and pursuant to their implied contract?

10 A Well, I think my interpretation -- and I
11 didn't write this -- my interpretation refers to the
12 total design expenses for the project.

13 Q And Mr. Guirguis testified previously that
14 this -- do you know where this figure is based upon
15 before I --

16 A Which figure?

17 Q The \$2 million figure.

18 MR. SUTTON: I think it may be helpful
19 to make reference to the contract, the cost breakdown
20 to see if that's what it says.

21 THE WITNESS: Repeat the question.

22 BY MS. KUO:

23 Q Do you have an understanding of where this
24 figure comes from, the \$2 million?

25 A Not really. I mean, I didn't prepare this.

1 So I can't testify where it came from.

2 Q Okay. However, you did previously testify
3 that your understanding that this is based upon the
4 engineering design expenses for the whole project,
5 correct?

6 A Correct.

7 Q That would include work that Andritz and
8 CBI, the engineering design work that Andritz and CBI
9 would be doing on the project as well?

10 A In our understanding as the consulting
11 engineering firm, no.

12 Q No?

13 A No.

14 Q And why is that?

15 A Because typically the engineering expenses
16 from the equipment manufacturer are included in the
17 cost of the equipment.

18 Q I don't think I quite understand. Can you
19 explain what that means, the equipment?

20 A Well, Andritz essentially is the
21 manufacturer and they provide a sludge drier which is
22 actually very complicated. It's actually a system.
23 It's more than one piece of equipment. Typically
24 their design expenses are included in the equipment
25 cost, the price of the equipment.

1 Q So you're saying or your understanding
2 would be their design cost would be under equipment
3 cost references the engineering design cost?

4 A Yes.

5 Q And what is that understanding based upon,
6 just general practice?

7 A Yes.

8 Q What about with respect to CBI's work on
9 the project, is their engineering design cost
10 encompassed in this \$2 million figure?

11 A I do not believe so, no.

12 Q And why is that your understanding as well?

13 A For the same explanation that I gave for
14 Andritz that the cost for the digester included their
15 design expenses.

16 Q I do want to show you this document here.

17 A And also --

18 Q I'm sorry. Go ahead.

19 A I'd also like to add that they're selling
20 the same equipment to a number of different clients
21 so that a lot of their design costs are prorated, you
22 know, over various clients.

23 Q What about the engineer and design work
24 that GMP was contracted to perform for Andritz and
25 CBI, is that engineering design work cost encompassed

1 in the \$2 million figure?

2 A Yes.

3 Q Okay. And I want to show you next what's
4 marked as Exhibit 15 to your prior deposition.

5 A Uh-huh.

6 Q Mr. Wagdy Guirguis -- and I'm going to say
7 the full name so that we can get it clarified for the
8 record -- had testified that the \$2 million figure
9 was based on Exhibit 1.

10 A Exhibit?

11 Q One.

12 MR. SUTTON: You mean attached to the
13 letter?

14 MS. KUO: Yes.

15 MR. SUTTON: Okay.

16 BY MS. KUO:

17 Q Now, Mr. Wagdy Guirguis believed that -- he
18 believed the \$2 million figure came from the design
19 expenses adjusted price. Do you see that figure?

20 A Yes.

21 Q Do you know who created this document?

22 A Synagro created this document.

23 Q This \$2 million figure is that Synagro's
24 figure?

25 A That is correct.

1 Q Did GMP have any involvement in providing
2 this figure to Synagro?

3 A Yes.

4 Q And what involvement was that?

5 A This would have been the price proposal
6 that I gave to Steve Huff in June of 2001, and then
7 of course then subsequent proposals that I would have
8 given to both Andritz and CBI.

9 Q Okay. Now, when you talk about the
10 proposals, is this a proposal you're talking about?
11 And I'm referencing Exhibit 7 of Wagdy Guirguis's
12 deposition. It's a June 1, 2001 letter.

13 A What is the question?

14 Q You previously stated that Synagro obtained
15 this figure -- I'm sorry. You previously testified
16 that this figure had arose from GMP was involved in
17 coming up with this figure in helping Synagro come up
18 with this figure; is that correct?

19 A Correct.

20 Q And then you mentioned -- I asked you what
21 was that based upon and you said a proposal that you
22 submitted to Steve Huff. So is this exhibit proposal
23 the one you're referring to?

24 A Yes. Well, I would like to clarify is that
25 if you look at the exhibit, there are three -- four

1 columns. The first column would have been the number
2 that Synagro had given to the city.

3 Q The \$2,548,000 figure?

4 A Right, in their price proposal December,
5 2001. And then subsequent to that we would have
6 given price proposals to CBI and Andritz what it
7 would cost to relocate the facility and changes in
8 scope.

9 Q So this 2,548,000 figure, did GMP have any
10 involvement in assisting Synagro come up with this
11 figure?

12 A I guess that's what I'm -- the 2,548.

13 MR. SUTTON: 2 million.

14 THE WITNESS: Sorry, the \$2,548,000
15 figure was the price proposal that Synagro gave in
16 their price proposal.

17 BY MS. KUO:

18 Q Okay. So Synagro --

19 A Our input for that would have come in June
20 of that year in the proposal that I gave to Steve
21 Huff.

22 Q So any input to Synagro's design figure
23 would have been through this proposal that you gave
24 to Steve Huff. Is that what you're testifying?

25 A Well, I'm not sure that's all the input.

1 I'm not sure why they came up with that number.

2 Q But this is Synagro's figures?

3 A That is Synagro's figures, and Exhibit 8 is
4 our input -- no, Exhibit No. 7 is our input.

5 Q Now, with respect to -- and would you mind
6 sharing his exhibit so I can ask questions. Now with
7 respect to --

8 MR. SUTTON: Let's go off the record.

9 OFF THE RECORD.

10 BY MS. KUO:

11 Q I'd like to take your attention to the
12 design services on page GMP1763 on the very bottom.
13 When I added these figures, you have -- I'm sorry. I
14 think the design services starts on -- yes, it starts
15 on GMP1763 has site work and road digestion and then
16 on the next page it goes into sludge drying.

17 When these figures are added up, they only
18 come out to about half a million. So do you know
19 what the other \$2 million comes from the design
20 services?

21 A I think you're wrong when you come up with
22 half a million.

23 Q It does. We could add it up if you'd like,
24 but you have \$145,749 for site work.

25 A I added it up. It comes out to \$603,064.

1 Q But of course that is still \$2 million
2 short of this design expenses figure.

3 A It's -- no, it's 100 -- well, it's about
4 1.8, yeah, there's \$1.8 million figure.

5 Q But from the 2.6 figure it's approximately
6 \$2 million short?

7 A You can't apply that -- you can't apply
8 these numbers to that.

9 Q To that figure?

10 A To that figure.

11 Q Okay.

12 A You have to apply it to the first column.

13 Q So with the first column let's take a rough
14 estimate that it's about \$1.8 million short. Do you
15 have any understanding of what the remainder
16 \$1.8 million is supposed to cover?

17 A No.

18 Q Okay. Do you know anybody in your office
19 who would have an understanding of what the \$1.8
20 million is supposed to cover?

21 A No, the only person who would know that or
22 any group of people that would know that would be
23 Synagro because they prepared the figure.

24 Q And with respect to -- I'm sorry. Scratch
25 that question.

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

RUSH MOORE CRAVEN SUTTON MORRY & BEH
A LIMITED LIABILITY LAW PARTNERSHIP, LLP

SEP 02 2004

at _____ o'clock and _____ min. _____ M.
WALTER A.Y.H. CHINN, CLERK

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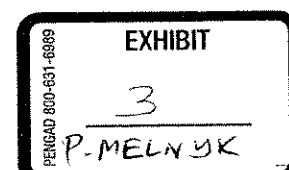
Attorneys for Defendant
GMP HAWAII, INC.

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

SYNAGRO TECHNOLOGIES, INC.,	)	CIVIL NO. CV044-00509 (SPK /LEK)
)	
Plaintiff,)	
	)	DEFENDANT GMP HAWAII, INC.'S
vs.	)	ANSWER TO COMPLAINT FILED
	)	ON AUGUST 18, 2004 AND
GMP HAWAII, INC.,	)	COUNTERCLAIM AGAINST
	)	PLAINTIFF SYNAGRO
Defendants.	)	TECHNOLOGIES, INC.;
	)	CERTIFICATE OF SERVICE

**DEFENDANT GMP HAWAII, INC.'S ANSWER TO COMPLAINT FILED
ON AUGUST 18, 2004 AND COUNTERCLAIM AGAINST
PLAINTIFF SYNAGRO TECHNOLOGIES, INC.**

Defendant GMP HAWAII, INC. (hereinafter "Defendant") by and
through its attorneys Rush Moore Craven Sutton Morry and Beh, LLP., answers



the Complaint filed herein on August 18, 2004 (herein "Complaint") by SYNAGRO TECHNOLOGIES, INC. (herein "Plaintiff") as follows:

1. With respect to the allegations in paragraph 1, Defendant admits that Plaintiff had a contract with the City and County of Honolulu for the construction of a wastewater treatment bioconversion facility. Defendant also admits that Plaintiff entered into a sub-contract with Andritz-Ruthner, Inc. for engineering and construction services related to the contract to construct the bioconversion facility. Defendant also admits that it entered into a contract with Andritz-Ruthner, Inc. for design and engineering services. Defendant alleges that the attached Exhibits referenced in paragraph speaks for themselves and denies the remaining allegations of said paragraph 1 with respect to the dates of execution for these contracts.

2. Defendant denies the allegations in paragraph 2.

3. Defendant denies the allegations of paragraph 3.

4. With respect to the allegations in paragraph 4, Defendant is without sufficient knowledge as to the allegations and on that basis denies them.

5. Defendant admits the allegations contained in paragraph 5.

6. Defendant admits the allegations contained in paragraph 6.

7. Defendant admits the allegations contained in paragraph 7.

8. With respect to the allegations in paragraph 8, Defendant alleges that the referenced portion of Exhibit 4 speaks for itself and denies the remaining allegations of said paragraph.

9. With respect to the allegations in paragraph 9, Defendant alleges that the referenced portion of Exhibit 4 speaks for itself and denies the remaining allegations of said paragraph.

10. With respect to the allegations in paragraph 10, Defendant alleges that the referenced portion of the Exhibit speaks for itself, and admits the allegations of paragraph 10, except that the quoted language in paragraph 10 is contained in Exhibit 1 and not Exhibit 4 as stated in paragraph 10 of the Complaint.

11. With respect to the allegations in paragraph 11, Defendant alleges that the referenced portion of the Exhibit speaks for itself, and admits the allegations of paragraph 11, except that the quoted language in paragraph 11 is contained in Exhibit 1 and not Exhibit 4 as stated in paragraph 11 of the Complaint.

12. With respect to the allegations in paragraph 12, Defendant alleges that there was a contract between Plaintiff and Andritz-Ruthner, Inc., and further alleges that the referenced Exhibit 2 speaks for itself, and denies the

remaining allegations of said paragraph.

13. With respect to the allegations in paragraph 13, Defendant alleges that the referenced portion of Exhibit 2 speaks for itself and denies the remaining allegations of said paragraph.

14. With respect to the allegations in paragraph 14, Defendant alleges that the referenced portion of Exhibit 2 speaks for itself and denies the remaining allegations of said paragraph.

15. With respect to the allegations in paragraph 15, Defendant admits that it executed a contract with Andritz-Ruthner, Inc., and alleges that the contract provisions cited at Exhibit 3 speak for themselves, and denies the remaining allegations of said paragraph.

16. With respect to the allegations in paragraph 16, alleges that the contract provisions cited at Exhibit 3 speak for themselves and denies the remaining allegations of said paragraph.

17. With respect to the allegations in paragraph 17, alleges that the contract provisions cited at Exhibit 3 speak for themselves and denies the remaining allegations of said paragraph.

18. With respect to the allegations in paragraph 18, Defendant admits that it has prepared drawings and plans for the Project, and denies the remaining

allegations of said paragraph.

19. Defendant denies the allegations of paragraph 19.

20. Defendant denies the allegations of paragraph 20.

21. Defendant admits that Mr. Richard Sutton, counsel for Defendant, wrote to Mr. Carmichael of Plaintiff, and denies the remaining allegations of paragraph 21.

22. With respect to the allegations in paragraph 22, Defendant is without sufficient knowledge as to the allegations and on that basis denies them.

23. With respect to the allegations in paragraph 23, Defendant is without sufficient knowledge as to the allegations and on that basis denies them.

24. Defendant denies the allegations of paragraph 24.

25. Defendant admits the allegations of paragraph 25.

26. Defendant admits the allegations of paragraph 26.

27. Defendant denies the allegations in paragraph 27.

28. With respect to the allegations in paragraph 28, Defendant re-alleges and incorporates its responses to paragraphs 1 through 27.

29. With respect to the allegations in paragraph 29, Defendant admits that there exists an actual controversy between Defendant and Plaintiff, and that Plaintiff has a contractual obligation to Defendant. Defendant denies the

remaining allegations of paragraph 29.

30. Defendant denies the allegations of paragraph 30..

31. Defendant denies the allegations contained in paragraph 31.

32. Defendant denies the allegations of paragraph 32.

33. Defendant denies the allegations contained in paragraph 33.

34. Defendant denies the allegations contained in paragraph 34.

35. With respect to the allegations in paragraph 35, Defendant re-alleges and incorporates its responses to paragraphs 1 through 34.

36. Defendant denies the allegations of paragraph 36.

37. Defendant admits the allegations contained within paragraph 37.

38. Defendant alleges that it has not refused to provide plans and drawings under its contract with Andritz-Ruthner, Inc. and denies the remaining allegations contained within paragraph 38.

39. Defendant re-alleges and incorporates its response to paragraph 38, and denies the allegations contained within paragraph 39.

40. Defendant re-alleges and incorporates its response to paragraph 38, and denies the allegations contained within paragraph 40.

41. With respect to the allegations in paragraph 41, Defendant re-alleges and incorporates its responses to paragraphs 1 through 40.

42. Defendant denies the allegations contained within paragraph 42 (misnumbered as paragraph 46 in the Complaint).

43. Defendant denies the allegations contained within paragraph 43 (misnumbered as paragraph 47 in the Complaint).

SEPARATE AFFIRMATIVE DEFENSES

Defendant states the following affirmative defenses without assuming the burden of proof on such defenses that would otherwise rest on Plaintiff:

First Affirmative Defense

The Complaint and each purported claim fails to state a claim on which relief may be granted.

Second Affirmative Defense

The claims for relief of the Complaint are barred by lack of jurisdiction.

Third Affirmative Defense

The claims for relief of the Complaint are barred by the defense of mistake.

Fourth Affirmative Defense

The claims for relief of the Complaint are barred by the defense of

consent, knowledge and acquiescence.

Fifth Affirmative Defense

Defendant intends to rely on the defense that Plaintiff failed to mitigate its damages, if any.

Sixth Affirmative Defense

The claims for relief of the Complaint are barred by the defense that Plaintiff failed to perform material conditions of its contract with Defendant.

Seventh Affirmative Defense

The claims for relief of the Complaint are barred by set off, offset, waiver, estoppel, laches and unclean hands.

Eighth Affirmative Defense

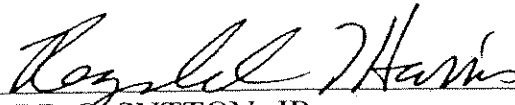
If Plaintiff suffered any of the injuries or damages as alleged in the Complaint, said injuries or damages were caused by or contributed to by the negligence of Plaintiff

Ninth Affirmative Defense

If Plaintiff suffered any of the injuries or damages as alleged in the Complaint, said injuries or damages were caused by or contributed to by persons other than Defendant.

and equitable.

DATED: Honolulu, Hawai'i, September 2, 2004



RICHARD C. SUTTON, JR.
REGINAULD T. HARRIS
Attorneys for Defendant
GMP HAWAII, INC.

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

SYNAGRO TECHNOLOGIES, INC.,	)	CIVIL NO. CV044-00509 (SPK /LEK)
)	
Plaintiff,)	
	)	COUNTERCLAIM AGAINST
vs.	)	PLAINTIFF SYNAGRO
	)	TECHNOLOGIES
GMP HAWAII, INC.,)	
)	
Defendants.)	
)	
)	
)	

COUNTERCLAIM AGAINST PLAINTIFF SYNAGRO TECHNOLOGIES

Comes now Defendant GMP HAWAII, INC. (hereinafter "Defendant-Counterclaimant") by and through its attorneys Rush Moore Craven Sutton Morry and Beh, LLP., to file a counterclaim against Plaintiff SYNAGRO TECHNOLOGIES (hereinafter "Plaintiff") alleges and avers as follows:

1. Plaintiff Synagro ("Plaintiff") made a presentation to the City & County of Honolulu proposing to design, engineer, construct, and test an In-vessel bioconversion facility at the Sand Island Waste Water Treatment Plant in the City and County of Honolulu, Hawaii. The bioconversion facility is to separate sludge from the waste water treatment process and convert it into a

marketable fertilizer pellet.

2. Based upon said presentation to the City and County of Honolulu, Plaintiff was awarded a contract with the City and County of Honolulu, Hawaii to design, engineer, construct, and test an In-vessel Bioconversion facility at the Sand Island Waste Water Treatment Plant in the City and County of Honolulu, Hawaii on or about May 7, 2002.

3. The presentation that Plaintiff made to the City and County of Honolulu featured examples of work done by Defendant in previous engineering projects for the City & County of Honolulu involving waste water treatment plants.

4. The presentation also listed Defendant as a member of the project delivery team for the bioconversion facility. The presentation described the members of the project delivery team as the persons and entities that would perform engineering work as well as the construction management for the overall bioconversion facility at the Sand Island Waste Water Treatment plant.

(Count I. Breach of Implied Contract)

5. It was the representation of Plaintiff that Defendant would be involved in providing engineering design and construction management for the overall project.

6. Plaintiff was awarded the contract from the City and County of Honolulu based partly on the past work performed by Defendant, and the understanding that Defendant would be providing engineering design and construction management for the Sand Island bioconversion facility project.

7. Plaintiff utilized the reputation and goodwill of Defendant in order to obtain the Sand Island bioconversion facility contract with the City and County of Honolulu.

8. Defendant relied upon these representations that Plaintiff made to Defendant and to the City and County of Honolulu that Defendant was to perform a substantial portion of the of the engineering design services and construction management for the bioconversion facility at the Sand Island Waste Water Treatment Plant.

9. Said representations created an implied contract between Defendant and Plaintiff

10. However, Plaintiff has failed to provide work to Defendant, and has sought to use other contractors to perform the work it had promised Defendant.

11. Plaintiff's actions represent a breach of its implied contract with Defendant.

12. The total of the design expenses is approximately \$2,683,422.00 for the said contract.

13. The total of the construction management is approximately \$846,000.00 for the said contract.

14. As a result, Defendant is entitled to damages including profits from the contract plus any costs incurred.

(Count II. Punitive Damages)

15. Defendant realleges and incorporates by reference the allegations set forth in paragraphs 1 through 14, above.

16. Plaintiff's blatant and unjustified refusal provide engineering work, construction management work, and/or compensation to Defendant for work on the Sand Island Bioconversion Facility Project constitutes a willful and deliberate repudiation of its implied contract with Defendant.

17. Plaintiff clearly has knowledge of the representations that it made to the City and County of Honolulu and Defendant regarding the amount of work that Defendant would perform on the Project, and knowledge of Defendant's justified reliance upon those representations.

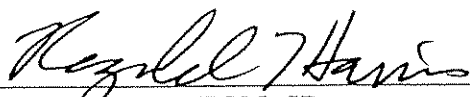
18. Plaintiff's refusal to honor its implied contract with Defendant is wanton, reckless, willful, malicious, and oppressive.

19. As a consequence of Plaintiff's actions, Defendant is entitled to punitive damages commensurate with the evidence adduced at trial.

WHEREFORE, Defendant GMP Hawaii, Inc. prays as follows:

- A. For general damages in amounts to be shown at trial;
- B. For special damages in amounts to be shown at trial;
- C. Punitive Damages;
- D. For attorneys' fees, costs, prejudgment and post-judgment interest and for such other and further relief, both legal and equitable, as the Court deems just and property under the circumstances.

DATED: Honolulu, Hawai'i, September 2, 2004



RICHARD C. SUTTON, JR.
REGINAULD T. HARRIS

Attorneys for Defendant
GMP Hawaii, Inc.

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF HAWAII

SYNAGRO TECHNOLOGIES, INC.,	)	CIVIL NO. CV044-00509 (SPK /LEK)
)	
Plaintiff,)	
	)	CERTIFICATE OF SERVICE
vs.	)	(Defendant GMP Hawaii, Inc.'s
	)	Answer to Complaint Filed on August
GMP HAWAII, INC.,	)	18, 2004; Counterclaim Against
	)	Plaintiff Synagro Technologies)
Defendants.)	
)	
)	
)	
)	

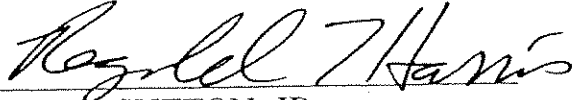
CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that a copy of the foregoing will be duly served this date by hand delivery addressed to the following:

PAUL ALSTON, ESQ,
MEI-FEI KUO, ESQ.
Alston Hunt Floyd and Ing
American Savings Bank Tower
1001 Bishop Street, 18th Floor
Honolulu, Hawaii 96813

Attorneys for Plaintiff SYNAGRO TECHNOLOGIES

DATED: Honolulu, Hawai'i, September 2, 2004

A handwritten signature in cursive script, appearing to read "Richard C. Sutton, Jr.", written in dark ink.

RICHARD C. SUTTON, JR.
REGINAULD T. HARRIS

Attorneys for Defendant
GMP Hawaii, Inc.